
Brevet Capital

July 12, 2007

**VIA ELECTRONIC MAIL AND
FEDERAL EXPRESS**

Mr. Timothy S. Durham
Mr. Jim Cochran
Fair Finance Company, Inc.
815 East Market Street
Akron, Ohio 44305

Re: *Financing Transaction / Letter of Intent dated June 1, 2007*

Dear Tim and Jim:

I refer to our conversation of last night, in which your representatives, Riderwood Group (Michael Miles and Dan Klausner), indicated that you intend to proceed with a transaction in lieu of the Financing Transaction outlined in the letter of intent ("Letter") between Fair Finance Company, Inc. and/or its subsidiaries and affiliates (collectively "FairFin") and Brevet Capital Advisors, and/or its affiliates, partners or assigns (collectively "Brevet"). As you know, such a transaction would violate Brevet's exclusive rights under the Letter.

Please confirm your intent, in writing, by the close of business on Friday, July 13, 2007. Should you choose to proceed with another transaction in lieu of the Financing Transaction, Brevet hereby demands immediate payment of the \$1,500,000 Break-Up-Fee due it under paragraph 7 of the Letter as well as its costs and expenses under paragraph 8 of the Letter. Should you wish to proceed with the Financing Transaction as contemplated in the Letter, Brevet has been and remains ready, willing and able to proceed.

Brevet reserves all of its rights in law and in equity including its right to seek immediate judicial intervention to protect its rights.

Very truly yours,



Paul Iacovacci
Managing Director

cc: Roger E. Barton, Esq.